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6 UNITED STATES DISTRICT COURT  
7 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION  
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9 Western Air Charter, Inc.,

10 Plaintiff,

11 v.

12 Paul Schembari, *et al.*,

13 Defendants.  
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Case No. CV 17-420 JGB (KSx)

**AMENDED JUDGMENT**

16 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

17 Plaintiff Western Air Charter, Inc. d/b/a Jet Edge (“Plaintiff”) sued  
18 Defendants Paul Schembari, ACP Jet Charters, Inc. d/b/a Phenix Jet, Phenix Jet  
19 International, LLC, and Cosa di Famiglia Holdings (“Defendants”) for (1) breach  
20 of contract against Defendant Paul Schembari; (2) breach of the duty of loyalty  
21 against Defendant Paul Schembari; and (3) intentional interference with  
22 contractual relations against all Defendants. On January 15, 2019, a jury trial  
23 commenced on all three causes of action. On January 24, 2019, the jury rendered a  
24 verdict in favor of Plaintiff on all three causes of action.

25 Pursuant to the Federal Rules of Civil Procedure, Rule 58(b), the Court  
26 hereby enters judgment in favor of Plaintiff and against Defendants on the  
27 following issues and claims, which is consistent with the jury’s January 24, 2019  
28 verdict:

1. Defendant Paul Schembari is liable to Plaintiff based on Plaintiff's first cause of action for breach of contract;
2. Defendant Paul Schembari is liable to Plaintiff based on Plaintiff's second cause of action for breach of the duty of loyalty;
3. Defendants are liable to Plaintiff based on Plaintiff's third cause of action for intentional interference with contractual relations;
4. Defendants acted with malice, oppression, or fraud;
5. Plaintiff is awarded the following sums based on the jury's verdict:
  - a. \$330,000.00 in compensatory damages against Paul Schembari, based on Plaintiff's first cause of action for breach of contract;
  - b. \$73,000.00 in compensatory damages against Paul Schembari based on Plaintiff's second cause of action for breach of the duty of loyalty;
  - c. \$4,200,000.00 in compensatory damages against Defendants based on Plaintiff's third cause of action for intentional interference with contractual relations; and
6. Plaintiff is also awarded prejudgment interest based on \$330,000.00 in compensatory damages for Plaintiff's first cause of action for breach of contract, which amounts to \$70,610.96.
7. Plaintiff shall receive postjudgment interest starting on the date of the entry of this judgment according to the method for determining interest set forth in 28 U.S.C. 1961.
8. Plaintiff may file its bill of costs pursuant to the Federal Rules of Civil Procedure.

**IT IS SO ORDERED**

Dated: July 25, 2019

  
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THE HONORABLE JESUS G. BERNAL  
United States District Judge